

STATE OF LOUISIANA
SOUTHEASTERN LOUISIANA UNIVERSITY
HAMMOND, LOUISIANA
A Member of the University of Louisiana System

INVITATION TO BID
To
Inspect, Hyrdostatic Test and Recharge Portable Fire Extinguisher Equipment
for Southeastern Louisiana University

ISSUING AGENCY: Southeastern Louisiana University
Purchasing Department
SLU 10800
Hammond, LA 70402-0800

DIRECTOR OF PURCHASING: Richard Himber (985) 549-2064

PROCUREMENT SPECIALIST: Monette Scott
Telephone: (985) 549-5432

REQUISITIONED BY: Jeremy Brignac, Director Environmental
Health & Safety Office
Telephone: (985) 549-2157

RELEASE DATE: January 29, 2020

DEADLINE FOR FAX INQUIRIES: February 11, 2020 Fax To: 985-549-3810
Attn: Monette Scott

BID OPENING DATE: February 27, 2020

BID OPENING TIME: 4:00 p.m., Central Time

BID OPENING LOCATION: Southeastern Louisiana University
Purchasing Department
Property Control & Supply Building
North Oak Street Maintenance Complex
Hammond, Louisiana

NOTE: THIS SOLICITATION IS A SEALED BID AND MUST BE RETURNED BY MAIL OR DELIVERED IN PERSON. BID RESPONSE FORMS CANNOT BE FAXED AND ANY FAX RESPONSES SHALL BE REJECTED.

This ITB is available in electronic form at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>. It is available in PDF format or in printed form by submitting a written request to the Procurement Specialist listed above. It is the Bidder's responsibility to check the Office of State Procurement LaPAC website frequently for any possible addenda that may be issued. Southeastern is not responsible for a bidder's failure to download any addenda documents required to complete an Invitation to Bid.

**STATE OF LOUISIANA
SOUTHEASTERN LOUISIANA UNIVERSITY
HAMMOND, LOUISIANA**

The Southeastern Louisiana University (SLU) Purchasing Department will receive sealed bids until 4:00 P.M. on the bid opening date specified in the solicitation document. No bid responses will be considered by the SLU Purchasing Department after 4:00 P.M. Beginning at that time, bids shall be publicly opened and read aloud to those present in the SLU Purchasing Department.

Mail address: Southeastern LA University
Purchasing Department
SLU 10800
Hammond, LA 70402

Delivery: Southeastern LA University
Purchasing Department
Property Control & Supply Bldg
2400 North Oak St.
Hammond, LA 70402

Bids submitted are subject to LA R.S. 39:1551-1736; Purchasing Rules and Regulations; Executive Orders; General Conditions; any Special Conditions; and Specifications listed in the solicitation document.

The purpose of this solicitation is to set forth the requirements and specifications of Southeastern Louisiana University. The contents of this solicitation and the Bidder/ Vendor/ Contractor's bid response shall become contractual obligations if a contract (purchase order) ensues.

INSTRUCTIONS TO BIDDERS

- 1) **Bid Forms:** Per LA R.S. 39:1556, all written bids, unless otherwise provided for, must be submitted on, and in accordance with, forms provided, properly signed in ink or electronic signature by an authorized representative of the bidding entity. Bids submitted in the following manner will not be accepted: (1) Bid contains no signature indicating intent to be bound; (2) Bid filled out in pencil; (3) Bid sent by facsimile equipment or email. Price alterations to bid responses received before bid opening time will be considered provided the written price alteration has been received and timestamped before bid opening time. Any other alterations of the bid response form or foreign conditions attached thereto may cause rejection of the bid response without further consideration.
- 2) **Standard of Quality:** Any product or service bid shall conform to all applicable Federal and State laws and regulations and specifications contained in the solicitation document. Unless otherwise specified in the solicitation document, any manufacturer's name, trade name, brand name, or catalog number used in the specifications is for the purpose of describing the quality level and characteristic required. Bidder should specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact products specified in the solicitation document.
- 3) **Descriptive Information:** Bidders proposing an equivalent brand or model should submit with the bid response information (such as illustrations, descriptive literature and technical data) sufficient for the University to evaluate quality, suitability, and compliance with the specifications of the solicitation document. Failure to submit descriptive information may cause bid to be rejected. Any change made to a manufacturer's published specification submitted for a product shall be verifiable by the manufacturer. If item(s) bid does not comply with specifications (including brand and/or product number), bidder should state in what respect the item(s) deviate. Failure to note exceptions on the response form will not relieve the successful bidder(s) from supplying the actual products requested.
- 4) **Bid Opening:** Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined 72 hours after request is made. Information pertaining to completed files may be secured by visiting the SLU Purchasing Department during normal working hours. Written bid tabulations will not be furnished.
- 5) **Louisiana Preference:** Preference is hereby given to products produced, manufactured, harvested, grown or assembled in Louisiana which are equal in quality to products produced, manufactured, harvested, grown or assembled outside of Louisiana. The bidder shall state his right to claim the ten percent (10%) preference in his bid response and the bidder should state the respective Louisiana location where each qualifying item is produced, manufactured, harvested, grown or assembled.
- 6) **Signature Authority:** In accordance with LA Revised Statute 39:1594 (Act 121), the person signing the bid must be: (1) A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or (2) An individual authorized to bind the vendor as reflected by an accompanying corporate resolution or affidavit. By signing the bid, the bidder certifies compliance with the above.

GENERAL CONDITIONS

The SLU Purchasing Department reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.

- 1) Prices:** Unless otherwise specified in the solicitation, bid prices shall be complete, including transportation and handling prepaid by the bidder to destination - SLU, Hammond, LA. Bids other than FOB destination may be rejected. Bid prices should be quoted in the unit of measure stated. Bid prices shall be firm for a minimum of thirty (30) calendar days, unless otherwise specified by SLU in the solicitation document.
- 2) Payment Terms:** Cash discounts for less than 30 days may be offered, but will not be considered in determining awards. Bids containing "payment in advance" or "COD" requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
- 3) Delivery:** Bids may be rejected if the delivery time indicated is longer than that specified in the solicitation document.
- 4) Taxes:** Bidder is responsible for including all applicable taxes in the bid price. The University is currently exempt from Louisiana State Sales and Use Taxes, and local parish and city taxes. An exemption certificate for state sales and use tax can be provided upon request.
- 5) New Products:** Unless specifically called for in the solicitation document, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the solicitation document. The manufacturer's standard warranty will apply unless otherwise stated in solicitation.
- 6) Default of Contractor:** Failure to deliver within the time specified in the solicitation document will constitute a default and may cause cancellation of the contract. Where the University has determined the contractor to be in default, the state reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
- 7) Contract Cancellation:** The University shall have the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause, including but not limited to, the following: (1) failure of the vendor to deliver within the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the contractor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract.
- 8) Applicable Law:** All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.
- 9) Equal Opportunity:** By submitting and signing this bid, bidder agrees that he will not discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, sexual orientation, age, national origin, handicap, disability, veteran status, or any other non-merit factor.

By submitting a response to this solicitation, the bidder or proposer certifies and agrees that the following information is correct: In preparing its response, the bidder or proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. The bidder also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The state reserves the right to reject the response of the bidder or proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

10) Piggyback: Other Louisiana Governmental Agencies may purchase at the same terms and conditions if agreed upon by awarded bidder.

A Member of the University of Louisiana System

Rvsd. 2/2019

SOUTHEASTERN LOUISIANA UNIVERSITY BID RESPONSE FORM

BUSINESS NAME: _____

TELEPHONE NO.: (_____) _____ FAX NUMBER: (_____) _____

ADDRESS: _____
MAILING CITY STATE ZIP

EMAIL: _____

Scope of Work: Inspect, hydrostatic test and recharge portable fire extinguisher equipment for Southeastern Louisiana University.

Contract Term: For the period July 1, 2020 through June 30, 2021.

Contract Continuation: If mutually agreeable between the successful bidder and Southeastern University, the contract period may be extended for an additional four (4) twelve (12) month periods at the same prices, terms and conditions.

I/we do hereby acknowledge receipt of the following addenda (if any):

No. _____ Dated _____ No. _____ Dated _____

PLEASE READ CAREFULLY BEFORE BIDDING:

The University considers the services to be performed on portable and stationery fire safety equipment to be extremely important to the safety and welfare of the students, faculty, staff and general public. Successful bidder will be expected and required to service the fire safety equipment in strict accordance with all laws and regulations. The University will monitor the work to be performed for full compliance and the University will not make payment for partial or incomplete inspecting, testing or reporting.

Bidder to attach photocopy(s) of their Louisiana State Fire Marshal Fire Protection Systems licensing and registration(s) reflecting the following information:

- Company license number and expiration date
- All technician's license numbers and expiration dates
- Class A license for portable fire extinguishers

I/we do hereby declare that I/we have carefully examined the bid documents, that I/we have a clear understanding of the said bid documents and scope of work. I/we do hereby propose to provide the necessary materials, tools, machinery, apparatus, and other means for inspection and servicing, and to furnish the necessary labor to perform the proposed work in a professional and workmanlike manner, for the sums indicated on the bid response form.

SIGNATURE TO THE BID RESPONSE FORM SHALL BE CONSTRUED AS ACCEPTANCE OF THE BID IN ITS ENTIRETY.

AUTHORIZED OFFICER: _____
(Signature) (Print or Type)

TITLE: _____ DATE: _____

FIRE EXTINGUISHER INSPECTIONS

SPECIFICATIONS AND REQUIREMENTS

Furnish labor and materials to conduct the yearly inspection, hydrostatic test, recharge, and six year maintenance (as necessary) to portable fire extinguisher equipment for buildings on Southeastern Louisiana University's campus and off campus locations during the contract term as per requirement and specifications.

- Bidder shall be certified by the State Fire Marshal Office for inspection of fire extinguishers. Bidder shall be required to have the proper licensing and registration for the parts bid at time of bid submission. Failure of the bidder to meet these requirements shall result in rejection of the bid in whole or in part depending on the non-responsiveness of the specification or requirement.
- University reserves the right to accompany the vendor in the inspection of all fire extinguisher units.
- The successful bidder shall conduct annual fire extinguisher inspections at their hanging locations for buildings on the Southeastern Louisiana University's campus and off campus locations.
- Boat transportation will be provided by Southeastern from Manchac to Turtle Cove at no cost to the vendor. The vendor will be responsible for his/her own transportation to Southeastern Louisiana University campus in Hammond and all other off campus locations.
- The yearly inspections are normally completed in July / August when no students are on campus. The dates SHALL be coordinated with the Environmental Health and Safety Office.

The following is required for all inspections:

- Documentation
 - Extinguisher location
 - Model Number
 - Serial Number
 - Type of agent
 - Date of six (6) maintenance
 - Date of Hydrostatic testing
 - Remarks
- Hoses are to be removed and checked and hydrostatic tested if necessary.
- UL listing – labels attached.
- All identification markers i.e. service tags SHALL be removed and relocated to side.
- All extinguishers SHALL be mounted on hooks. If a different type of hook is needed, it SHALL be noted on the inspection report.

HYDROSTATIC TEST / SIX (6) YEAR MAINTENANCE & RECHARGE

The bidder shall quote the unit price to hydrostatic test/six year (6) maintenance, refill, and inspect the portable fire extinguishers.

The vendor SHALL follow NFPA 10 for portable fire extinguishers including but not limited to the following:

- All fire extinguishers to be hydrostatic test SHALL be sent out empty.
- The vendor will be limited to the number of fire extinguishers that can be removed from campus for recharging and/or hydrostatic testing.
- The vendor SHALL put a replacement fire extinguisher in the location where the fire extinguisher is removed. Spares will be provided by Southeastern Louisiana University. Once testing is complete, the ORIGINAL extinguisher will need to be placed back in the location where it was removed and the spare extinguisher put back with the spares.
- Continuity check SHALL be performed on all carbon dioxide hoses once the extinguisher has been discharged. The hose SHALL be labeled indicating the continuity test was performed.
- Random inspections by a University representative to ascertain the validity of all six (6) year and hydrostatic tests will be performed. These inspections will be used to check for internal siphon tube tags on all six (6) year and hydrostatic tests and recharges.
- Any unit failing the hydrostatic test shall be marked accordingly and returned to Southeastern Louisiana University.

Price is to include the cost of the hydrostatic test, recharge and the annual inspection tag per fire extinguisher.

Contract Continuation: If mutually agreeable between the successful bidder and Southeastern Louisiana University, the contract period may be extended for an additional Four (4) twelve (12) month periods at the same prices, terms and conditions.

NAME OF BIDDER: _____ **OFFICER INITITALS:** _____

BID RESPONSE FORM CONTINUED

Bidders shall be required to bid on all items in each part. Bidders shall bid on Parts I-III. Bidder shall be required to have the proper licensing and registration for the parts bid at time of bid submission. Failure of the bidder to meet these requirements shall result in rejection of the bid in whole or in part depending on the non-responsiveness of the specification or requirement.

Prices shall include all fire equipment parts replaced. (Weighting values are for bid award purposes only)

PART I:**Inspection of Fire Extinguishers**

Price is to include the cost of inspection tagging and replacement parts

	Approximate # of Extinguishers	Unit Cost	Total Amount
5 lb ABC	200		
10 lb ABC	1000		
20 lb ABC	20		
10 lb CO2	40		
15 lb CO2	15		
6L K	6		

PART II:**Recharging of Fire Extinguishers**

Price is to include the cost of recharging, inspection tagging and replacement parts

	Approximate # of Extinguishers	Unit Cost	Total Amount
5 lb ABC	16		
10 lb ABC	42		
20 lb ABC	2		
10 lb CO2	5		
15 lb CO2	2		
6L K	3		

PART III:**Hydrostatic Testing / Six (6) Year Maintenance of Fire Extinguishers**

Price is to include the cost of hydrostatic testing, recharging, inspection tagging and replacement parts

	Approximate # of Extinguishers	Unit Cost	Total Amount
5 lb ABC	30		
10 lb ABC	107		
20 lb ABC	3		
10 lb CO2	3		
15 lb CO2	1		
6L K	1		

BID RESPONSE FORM CONTINUED

Indemnification Agreement

The Contractor/Vendor hereinafter referred to as PROVIDER shall execute the below Indemnification Agreement prior to furnishing services.

PROVIDER agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of PROVIDER, its agents, servants and employees, or any and all costs, expense and/or attorney fees incurred by PROVIDER as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. PROVIDER agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

Accepted by:

Provider (Name of Business)

Signature (Authorized Officer)

Title

Date Accepted

CONTRACT FOR: Southeastern University, Hammond, LA

CONTRACT NO.: _____

PURPOSE OF CONTRACT: Furnish labor and materials to inspect fire extinguisher equipment

BID RESPONSE FORM CONTINUED

This form is to be completed in its entirety and submitted with the BID Response form(s). Failure to complete or return the form with the other BID Response form(s) may cause rejection of bid without further consideration.

INSURANCE INFORMATION TO BE PROVIDED BY BIDDER

Bidder is to list the name and address (street/city/state/zip) of the Louisiana licensed insurance company that is intended to be used to furnish the required minimum levels of insurance coverage if selected the successful Bidder.

WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY STATUTORY MINIMUM COVERAGE

Name of Insurer: _____
(Not the Agent Company)

Insurer's Address: _____

Check Insurer's A.M. Best Rating: ☐ A Level / ☐ B, C, D, E, F Level

Check Best Financial Size Category Rating: ☐ VI or Greater; ☐ V or Less

If Not A.M. Best Rated - State Type of Insurer: _____

Agent Company: _____ Telephone No: _____

COMMERCIAL GENERAL LIABILITY \$1,000,000 MINIMUM COVERAGE

Name of Insurer: _____
(Not the Agent Company)

Insurer's Address: _____

Check Insurer's A.M. Best Rating: ☐ A Level / ☐ B, C, D, E, F Level

Check Best Financial Size Category Rating: ☐ VI or Greater; ☐ V or Less

Agent Company: _____ Telephone No: _____

AUTOMOBILE LIABILITY \$1,000,000 MINIMUM COVERAGE

Name of Insurer: _____
(Not the Agent Company)

Insurer's Address: _____

Check Insurer's A.M. Best Rating: ☐ A Level / ☐ B, C, D, E, F Level

Check Best Financial Size Category Rating: ☐ VI or Greater; ☐ V or Less

Agent Company: _____ Telephone No: _____

INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

The Contractor, prior to commencing work, shall provide at his own expense, proof of the following insurance coverage required by the contract to the University in insurance companies authorized in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best's rating of A-:VI or higher. This rating requirement may be waived for workers' compensation coverage only.

- A. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage.

The insurer shall agree to waive all rights of subrogation against the University, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the University.

- B. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".

The policies are to contain, or be endorsed to contain, that the University, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by and on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor.

- C. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.

The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.

The policies are to contain, or be endorsed to contain, that the University, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by and on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor.

- D. An Umbrella Policy may be used to meet minimum requirements.

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the University.

Any deductibles or self-insured retentions must be declared to and approved by the University. At the option of the University, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the University, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.